

EXHIBIT 11

LAW OFFICES OF JOHN E. HILL

A PROFESSIONAL CORPORATION

John E. Hill *
Daniel A. Stenson
Michael P. Guta
Ian M. Cooper
Mark J. Shostak
Inna Bimits
Joanne A. Helvig

Of Counsel

Melvin M. Belli (1907-1996)

*Certified Specialist: Civil Trial Advocate
Certified by National Board of Trial Advocacy
Accredited by State Bar of California

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Los Angeles Office
1112 11th Street, Suite 3
Santa Monica, California 90403
Telephone: 310-260-2100

July 14, 2008

TRANSMITTED BY FACSIMILE

Marc Wodin, Esq.
23901 Calabasas Road, Ste 1076
Calabasas, CA 91302

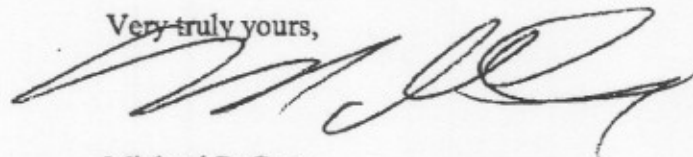
Re: *Thompson v. Conseco*

Dear Mr. Wodin:

Enclosed please find a copy of the Settlement Agreement, executed over six weeks ago. Under its terms, the agreement was complete, save for a release containing a confidentiality agreement. That is all that has been agreed to. If you wanted additional terms, it is now too late. Enclosed please find a release providing for confidentiality.

Thank you very much.

Very truly yours,



Michael P. Guta

MPG/m
encl.
080714 2

1. Def. will pay P & her
advs \$17,500.00
2. Pl will dismiss the entire
action with prejudice
3. Pl & her atty will execute a
release & settlement agreement
provided by def. which will
include a provision for confidentiality

Michael P. Pita
Pl's Atty.
Kamela Thompson

Stephen W. [Signature]
Defendant
ASSOC.
COUN.
Counsel

[Signature]

att. for def.

11. There will be no further
34P claims made when the Pl of [Signature]
[Signature] The settlement is enforceable
[Signature] pursuant to CCP 664.6.

6. Releasor PAMELA THOMPSON acknowledges and agrees that this release applies to all claims that Releasor may have against Releasee arising out of Transport Life Insurance Company Policy of Insurance No. 11001-CA for injuries, damages, or losses to Releasor's person and property, real or personal, whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, or patent or latent.
7. Releasor certifies that she has read Section 1542 of the Civil Code, set forth below:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
8. Releasor hereby waives application of Section 1542 of the Civil Code.
9. Releasor understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if Releasor should eventually suffer additional damages arising out of the policy of insurance, she will not be permitted to make any claim for those damages. Furthermore, Releasor acknowledges that she intends those consequences even as to claims for injury and/or damages that may exist as of the date of this release but which Releasor does not know exist, and which, if known, would materially affect Releasor's decision to execute this release, regardless of whether Releasor's lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.
10. The parties agree that the terms of the settlement are confidential.

EXHIBIT 12

MARC J. WODIN

ELANA BITTON

LAW OFFICES OF
MARC J. WODIN
21600 OXNARD STREET, SUITE 1110
WOODLAND HILLS, CALIFORNIA 91367

TELEPHONE (818) 595-3490
FACSIMILE (818) 595-3494

via fax
July 17, 2008

Michael P. Guta
Law Offices of John E. Hill
8105 Edgewater Drive, Suite 100
Oakland, CA 94621

Re: Pamela Thompson v. Consecro Senior Health Insurance Company

Dear Mr. Guta:

This is in response to your letter of July 14, 2008.

First, I note that your letter came only after I had written three letters to you concerning the release and settlement agreement, on June 20, June 26, and July 3, to which I received no response.

Second, I note that in those letters, I requested that you call me to discuss disagreements which have arisen related to the release and settlement agreement, to see if we could resolve them in a reasonable manner. However, you have refused to engage in any such discussion.

Third, contrary to your letter, the document prepared at the mediation: (1) provides that Consecro will prepare a release and settlement agreement, and that plaintiff and her attorney will execute it; (2) does not contain any limitation on the terms, provisions and language of the release and settlement agreement, other than that it contain a provision for confidentiality, and; (3) does not say that Consecro, the preparer of the release and settlement agreement, cannot include, therein, terms, provisions and language, appropriate to such a document, and which Consecro deems reasonably necessary for its protection.

In sum, your assertion is contrary to the language of the document which was prepared at the mediation, and is unreasonable. Consecro - the party paying money and being released, and the preparer of the release and settlement agreement - is entitled to a full, complete, and proper release and settlement agreement, including such terms, provisions and language which it deems appropriate and reasonably necessary for its protection.

Michael P. Guta, Esq.
July 16, 2008
Page 2

A one page, handwritten document was prepared at the mediation, which was signed by both you and your client. It briefly sets forth items of the settlement, in cursory form (that defendant will pay plaintiff and her attorneys the sum of \$17,500, that plaintiff will dismiss the entire action with prejudice, that there will be no further claims made under the policy, and that the settlement is enforceable pursuant to CCP 664.6).

It also provides, as a separate and distinct item, for the preparation of a release and settlement agreement:

"3. Pl and her attys will execute a release and settlement agreement provided by def. which will include a provision for confidentiality."

This provision says that Consecoco will provide a release and settlement agreement, and that plaintiff and her attorney will sign it. It does not provide for any limitation of the terms, provisions or language of that document, other than that it will include a provision for confidentiality.

There is nothing unusual about this. It is common, reasonable and appropriate for the defendant - the party that is paying money and being released and dismissed - to prepare the closing documents relating to a settlement, and to include therein such provisions as it deems appropriate and reasonably necessary for its protection.

If you wanted the language of the release and settlement agreement to be limited to some specific language, you should have made that a condition of the settlement. You didn't, and it isn't.

You were advised, at the mediation, that Consecoco has a standard release and settlement agreement, which would be provided. You did not state any objection to this.

In accordance with the above, I provided you with a detailed, comprehensive release and settlement agreement, which includes the items set forth in the document prepared at the mediation (that defendants would pay plaintiff and her attorneys the stated amount, etc.), along with terms, provisions and language, appropriate to a release and settlement agreement, and which Consecoco deems to be reasonably necessary for its protection.

I note, incidentally, that there is nothing unusual about the language of this release and settlement agreement. I have used it for many years, without objection, and it is similar, in form and language, to numerous others I have seen used by other parties in litigation, for many years.

Michael P. Guta, Esq.
July 16, 2008
Page 3

In fact, there is nothing unusual about any of this. It is the way settlements are carried out, hundreds if not thousands of times, every day, in this and other states throughout the United States.

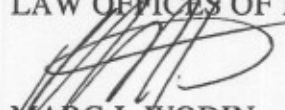
After I sent you the release and settlement agreement, you wrote that you had a problem with two of the provisions (not any of the ones which set forth the items contained in the document prepared at the mediation, such as the amount to be paid). I offered to discuss the matter with you, in an attempt to reach a reasonable resolution. However, you ignored my letters, and refused to engage in any such discussion.

You assert in your letter that the release and settlement agreement can only consist of the cursory document which was prepared at the mediation, and several, brief, paragraphs, worded in a way that you want them to be worded. The document which you are proposing is not even comprehensible, much less a full, complete or proper release and settlement agreement. Further, it does not fully, completely or properly set forth the settlement, and does not contain terms, provisions and language which Conesco deems to be appropriate and reasonably necessary for a release and settlement agreement, and to protect its interests.

I continue to be open to discussing modification of the release and settlement agreement which I provided to you, if you have some problem with specific language therein. However, the thing that you are proposing as a release and settlement agreement is not acceptable to Conesco.

Very truly yours,

LAW OFFICES OF MARC J. WODIN



MARC J. WODIN

LAW OFFICES OF
MARC J. WODIN
21600 OXNARD STREET, SUITE 1110
WOODLAND HILLS, CALIFORNIA 91367

MARC J. WODIN

ELANA BITTON

TELEPHONE (818) 595-3490

FACSIMILE (818) 595-3494

TELECOPIER TRANSMITTAL SHEET

DATE: July 17, 2008

TO: Law Offices of John E. Hill
Attention: Michael P. Guta

FAX #: (510) 729-6333

FROM: Marc J. Wodin, Esq.

FAX #: (818) 595-3494

RE: Thompson v Conseco Senior Health Insurance Company

NUMBER OF PAGES, INCLUDING THIS TRANSMITTAL PAGE: 4

X FOR YOUR INFORMATION

___ PER YOUR REQUEST

___ PER OUR DISCUSSION

___ PLEASE READ AND COMMENT AS SOON AS POSSIBLE

___ PLEASE SIGN AND RETURN

___ PLEASE TELEPHONE ME

ADDITIONAL COMMENTS:

Re: Response to your letter of 7/14/2008

*IF YOU HAVE ANY DIFFICULTY RECEIVING THIS TRANSMISSION,
PLEASE CALL (818) 595-3490.*

CONFIDENTIALITY NOTICE

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual named above. If the reader of this message is not the intended recipient, or the employer or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this facsimile is STRICTLY PROHIBITED. If you have received this facsimile in error, please notify us by calling the sender and return the original message to us at the address shown above via United States Postal Service.

***** -COMM. JOURNAL- ***** DATE JUL-17-2008 TIME 16:35 *****

MODE = MEMORY TRANSMISSION

START=JUL-17 16:34

END=JUL-17 16:35

FILE NO.=345

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-LAW OFFICE MARC J WODIN -

***** -MARC J WODIN - ***** 0185953494- *****

LAW OFFICES OF
MARC J. WODIN

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MARC J. WODIN

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EXHIBIT 13

LAW OFFICES OF MARC J. WODIN

Marc J. Wodin, Esq. - SBN 79573
 Elana Bitton, Esq. - SBN. 130835
 23901 Calabasas Road, Suite 1076
 Calabasas, California 91302
 Telephone (818) 595-3490
 Fax (818) 595-3494
marc_wodin@wodinlaw.com

Attorneys for Defendant CONSECO SENIOR HEALTH INSURANCE COMPANY

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

PAMELA THOMPSON, Individually)
 and as Personal)
 Representative of CHARLES)
 THOMPSON, Deceased,)

Plaintiff,)

vs.)

CONSECO SENIOR HEALTH)
 INSURANCE COMPANY, a)
 Pennsylvania corporation,)
 DOES 1 through XX)

Defendant(s).)

CASE NO.: C 07-05437 PJH
 [Sonoma County Superior
 Court Case No. 241544]

**DEFENDANT'S CERTIFICATION
 THAT PLAINTIFF AND HER
 ATTORNEYS HAVE NOT DELIVERED
 AGREED UPON CONSIDERATION
 FOR SETTLEMENT; REQUEST TO
 VACATE DISMISSAL AND RESTORE
 CASE TO CALENDAR;
 DECLARATION OF MARC J. WODIN**

Assigned to the Honorable
 Phyllis J. Hamilton

**TO: THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
 CALIFORNIA AND TO THE INTERESTED PARTIES AND THEIR ATTORNEYS OF
 RECORD:**

Pursuant to the Order of Dismissal dated June 5, 2008,
 defendant Conesco Senior Health Insurance Company hereby
 certifies to this court that plaintiff and her attorneys have not
 delivered agreed upon consideration for the settlement reached in

1 this case at the time of the mediation on May 29, 2008; to wit,
2 plaintiff, and her attorneys have failed and refused to execute
3 the release and settlement agreement, which has been provided to
4 them, pursuant to the settlement reached at the time of the
5 mediation.

6 Accordingly, pursuant to said order, defendant requests that
7 this court vacate the dismissal entered on June 5, 2008, and
8 restore this matter to the calendar.

9

10 DATED: August 4, 2008

LAW OFFICES OF MARC J. WODIN

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By /s/ Marc J. Wodin

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MARC J. WODIN

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Attorneys for Defendant CONSECO
SENIOR HEALTH INSURANCE COMPANY

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Law Offices
Marc J. Wodin

DECLARATION OF MARC J. WODIN

I, MARC J. WODIN DECLARE:

1. The facts set forth herein are personally known to declarant, who has firsthand knowledge of the same, and if called as a witness, said declarant could and would competently testify thereto under oath.

2. I am an attorney duly admitted to practice before this court, and I am a principal in the Law Offices of Marc J. Wodin, attorneys of record for defendant Conseco Health Insurance Company in the above entitled action.

3. This matter was mediated on May 29, 2008, before mediator John Koeppel. A settlement was reached. On June 2, 2008, the mediator filed a Certification of ADR Session, certifying that the case settled at the mediation.

4. One of the terms of consideration stated in the settlement document prepared at the time of the mediation, and signed by all parties and their attorneys, was that defendant would provide a release and settlement agreement, which would be executed by plaintiff and her attorneys.

5. I thereafter provided such a release and settlement agreement to plaintiff's attorneys. Plaintiff and her attorneys

Law Offices
Marc J. Wodin

1 have failed and refused to execute the release and settlement
2 agreement.

3
4 6. Wherefore, pursuant to this court's order of June 5,
5 2008, defendant requests that this court vacate the dismissal
6 entered on June 5, 2008, and restore this matter to the calendar.

7
8 I declare under penalty of perjury under the laws of the
9 United States of America that the foregoing is true and correct.

10
11 Executed this 4th day of August, 2008, at Calabasas,
12 California.

13 /s/ Marc J. Wodin
14 MARC J. WODIN
15 DECLARANT
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Law Offices
Marc J. Wodin

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within entitled action. My business address is 21600 Oxnard Street, Suite 1110, Woodland Hills, California 91367.

On August 4, 2008 I served the following described as:
DEFENDANT'S CERTIFICATION THAT PLAINTIFF AND HER ATTORNEYS HAVE NOT DELIVERED AGREED UPON CONSIDERATION FOR SETTLEMENT; REQUEST TO VACATE DISMISSAL AND RESTORE CASE TO CALENDAR; DECLARATION OF MARC J. WODIN, on the interested parties in this action by electronically filing a true copy thereof with the United States District Court - Northern District of California pursuant to the CM/ECF procedures in the U.S. District Court-Northern District Local Rules and FRCP 5(b) (2) (D):

[X] (BY AUTOMATIC SERVICE) The Notice of Electronic Filing will be generated by CM/ECF and electronically mailed to the offices of the consenting addressee as follows:

John E. Hill
Michael P. Guta
Law Offices of John E. Hill
8105 Edgewater Drive, Suite 100
Oakland, CA 94621

Telephone: (510) 588-1000
Facsimile: (510) 729-6333

Attys for Plaintiff

/s/ ANN MARIE LUNA

ANN MARIE LUNA (original signature retained by attorney Marc J. Wodin)

EXHIBIT 14

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PAMELA THOMPSON,

Plaintiff,

v.

CONSECO SENIOR HEALTH
INSURANCE COMPANY,

Defendant.

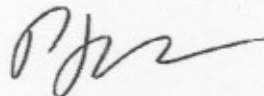
No. C 07-5437 PJH

**ORDER VACATING DISMISSAL AND
SETTING CASE MANAGEMENT
CONFERENCE**

Pursuant to the order of dismissal entered June 5, 2008, in the above-entitled action, the dismissal is hereby VACATED, and the matter is restored to the court's calendar. The court will conduct a case management conference on Thursday, September 4, 2008, at 2:30 p.m.

IT IS SO ORDERED.

Dated: August 11, 2008



PHYLLIS J. HAMILTON
United States District Judge